

WVPEDTA E-ZPASSSM PERSONAL ACCOUNT AGREEMENT

These Terms and Conditions together with your application, constitute your WVPEDTA E-ZPassSM Agreement. Please read the entire agreement prior to using the WVPEDTA E-ZPassSM transponder. When your transponder is used, you agree to the following:

1) Terms

Failure to comply with this Agreement may result in termination of your account. Failure to pay tolls may result in additional penalties provided for by law and/or termination of your account and an administration fee of up to \$25 per occurrence.

2) Tag Use

- The transponder is, at all times, the property of WVPEDTA and must be surrendered when determined invalid by the WVPEDTA.
- You must comply with all applicable traffic laws and regulations.
- As you approach and pass through a toll lane, you will under no circumstances exceed a speed of 5 miles per hour.
- You may not assign the obligations or benefits of this Agreement.

3) Your Account

- You are responsible for your transponder. The transponder cannot be transferred to another person. Our Agreement is only with the person on this application.
- All accounts are prepaid with credit card, cash, check or money order.
- This program is valid only for use when operating or traveling in a "CLASS A" MOTOR VEHICLE. A "CLASS A" vehicle is defined as a motor vehicle of a passenger type or truck with a gross vehicle weight of not more than 8000 pounds, not used for commercial or business use, and registered or eligible for registration as a "CLASS A" vehicle in accordance with Section 1, Article 10, chapter 17a of the West Virginia Code.
- Your tag will not be valid when your vehicle is towing anything. If your vehicle is towing anything, you must use a staffed lane and pay your toll fare.
- The annual pass is valid for a period of one year (4 quarters equal an annual pass). If the automatic renewal was not chosen for Discount Plan #1, then the annual pass is valid for a period of one year. Accounts may be re-validated by submitting a renewal application within fifteen (15) days prior to the expiration date. Your renewal payment will authorize continued use of the transponder. Renewal notices may be mailed out one month prior to the expiration date. The annual fee for Discount Plan #2 will be automatically renewed unless we are notified of termination.
- Unless otherwise specified, account expiration dates will be 3/31, 6/30, 9/30 and 12/31. Quarters are **Not Pro-rated**.
- Refunds will be made for account holders who want to cancel due to relocation, etc. Only the remaining full quarters that have been prepaid will be refunded.

4) Account Status

Statements may be issued on a monthly basis for accounts with revenue transactions.

5) Payments

The following payment options are available for individual patrons:

- Credit Card Payment Option - You authorize WVPEDTA to charge your credit card for the initial plan you choose, plus your \$10.00 Tag deposit fee. You can also indicate if you want your account to be automatically renewed.
- Cash, Check or Money Order Payment Option - Your application must be accompanied by a check or money order for the amount of the plan you choose plus a \$10.00 tag deposit and made payable to the West Virginia Parkways Authority. Cash payments may only be made in person at the Customer Service Center.
- Additional Prepaid Toll Balance Option For Those Patrons Paying With Credit Cards - A prepaid toll balance must be established for those patrons choosing Discount Plan #2 and can be added on to Discount Plan #1. The prepaid balance can also be used anywhere E-ZPassSM is accepted. Tolls will be debited against this balance. As part of this option you agree to have your account automatically replenished when the account falls below \$10.00. The prepaid amount may be adjusted to reflect your average monthly account activity. You will be notified of any changes regarding your account.

6) Violations

Improper use of your WVPEDTA E-ZPassSM tags, improper speeds through toll lanes or failure to pay the proper toll may result in an administrative fee and/or loss of tag privilege. The administrative fee will be in addition to the toll amount and may be up to \$25 per occurrence.

7) Lost/Stolen or Defective Tags

You will not be liable for unauthorized tag(s) usage that occurs after we receive written notice from you via mail or fax (304-926-3748). You will be liable for toll charges incurred prior to notification. Please contact the WVPEDTA Customer Service Center if you wish to replace your tag(s). Defective tag(s): If your WVPEDTA E-ZPassSM tag(s) is non-operational for reasons other than abuse or improper use, and the tag(s) is returned to us, we will replace it at no charge to you. Otherwise, you will pay \$25 to replace the tag. If your tag is damaged due to defacement you will pay \$25 to replace the tag.

8) Disclaimer

To the extent permitted by law, we expressly disclaim, any representation or warranty, expressed or implied, relating to the WVPEDTA E-ZPassSM tag including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose, or conformity to models or samples. Nor are we liable for any third party action taken by reason of your use or display of the WVPEDTA E-ZPassSM tag. You agree to indemnify us and hold us harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of WVPEDTA E-ZPassSM tag.

9) Termination

You may terminate this Agreement at any time by returning your transponder to the address on the front label of your transponder.

10) Collection Expenses

You agree to pay all costs, including attorney's fees, incurred by us to collect any monies due under the terms of this Agreement.

11) Modification

We may change the Terms and Conditions at anytime. You will be bound by any revised Terms and Conditions provided with your account statement (consistent with the form of statement requested upon application). First use of tag after effective date of new Terms and Conditions will constitute your acceptance. A copy of the revised Terms and Conditions will be mailed to you upon request. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and affect. You agree to inform us, in writing, of any changes to the information provided by you in your WVPEDTA E-ZPassSM application, such as:

- Change in address
- Change in credit card account status (closed account, maximum credit use)
- Expiration date of credit card account

12) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

13) Non-Disclosure

Customer account information will not be disclosed to third parties without your consent, except as permissible by law and our policy.

14) Inquiries and Correspondence

Please send application to:

West Virginia Parkways Authority, Customer Service Center, 3310 Piedmont Road, PO Box 1469, Charleston, WV 25325-1469

All telephone inquiries may be made toll-free by calling 1-800-206-6222. If using a fax, please dial 304-926-3748.

PERSONAL ACCOUNT AGREEMENT

- I AGREE NOT TO EXCEED THE SPEED LIMIT OF 5 MPH WITHIN DESIGNATED AREAS OF THE TOLL PLAZAS
- I AGREE NOT TO USE THIS TRANSPONDER WHILE I AM TOWING ANYTHING (EXAMPLE: BOATS, MOTORHOMES, TRAILERS, OR ANYTHING THAT CHANGES THE NUMBER OF AXLES)
- I UNDERSTAND THAT THIS TRANSPONDER IS ONLY TO BE USED WITH A "CLASS A" VEHICLE THAT IS UNDER 7 FEET 6 INCHES TALL WITH 2 AXLES AND UNDER 8000 LBS.
- I UNDERSTAND THAT THIS TRANSPONDER CANNOT BE USED ON ANY COMMERCIAL CAR OR IN RELATION WITH ANY COMPANY.
- I UNDERSTAND THAT IF I CHOOSE NOT TO RENEW FOR ANY QUARTER WITHIN THE YEAR THAT I MUST NOTIFY THE PARKWAYS AUTHORITY SO I WILL NOT LOSE MY TAG DEPOSIT.
- I UNDERSTAND THAT ONCE I AM FINISHED WITH MY TRANSPONDER I WILL RETURN IT TO THE WV PARKWAYS AUTHORITY.
- I UNDERSTAND THAT BECAUSE MY NAME IS LISTED ON THE APPLICATION THAT I AM RESPONSIBLE FOR ALL FEES AND VIOLATIONS IN RELATIONSHIP WITH THE TRANSPONDER EVEN IF IT WAS NOT I THAT COMMITTED THE VIOLATIONS.

- I UNDERSTAND THAT IF I LOSE MY TRANSPONDER OR IT IS STOLEN I WILL PAY THE WV PARKWAYS \$25 TO REPLACE IT.
- I UNDERSTAND THAT THE TRANSPONDERS ARE SOLD ON CALENDAR QUARTERS AND THESE QUARTERS ARE **NOT PRO-RATED**. IF I APPLY IN THE MIDDLE OF A CALENDAR QUARTER I UNDERSTAND I WILL NOT BE COMPENSATED FOR THE LOST TIME. I UNDERSTAND THAT IF I CANCEL IN THE MIDDLE OF A QUARTER THAT I AM FORFEITING THE REMAINING TIME AND WILL NOT BE REIMBURSED.
- CALENDAR QUARTERS RUN AS FOLLOWS: 1ST (JAN 1 - MAR 31) 2ND (APR 1 - JUNE 30) 3RD (JULY 1 - SEPT 30) 4TH (OCT 1 - DEC 31)
- I UNDERSTAND THAT NON-COMPLIANCE WITH ANY OF THE LISTED TERMS MAY RESULT IN AN ADMINISTRATION FEE OF \$25 FOR EACH OCCURRENCE AND/OR TERMINATION OF ACCOUNT.
- I UNDERSTAND THAT IN ORDER TO CANCEL MY SERVICE I MUST RETURN THE TRANSPONDER TO THE WV PARKWAYS AUTHORITY.